



Mail to COMMERCIAL AND FARMER'S BANK, RURAL HALL,
 (Name) (St. & No. or R.F.D.) (City) (State) N.C.

STATE OF NORTH CAROLINA **11** **CORPORATION**
COUNTY OF FORSYTH **DEED OF TRUST**

This Indenture, made this 7th day of June, 1973, by and between
O & A, INC., a Corporation of Forsyth County, North Carolina,
 party of the first part, and Dewey V. Harris Trustee, party of the second part,
 and Commercial and Farmers Bank of Rural Hall, N.C. part Y of the third part;

WITNESSETH, Whereas, the said party of the first part being indebted to said part Y of the third part in the
 principal sum of --One Hundred Thousand and No/100----- Dollars for value received

as evidenced by note(s) of even date herewith, as follows:
 One note in the amount of \$100,000.00, with interest at 8½%, terms as set
 out in the note secured by this deed of trust.
 the payment whereof the said party of the first part desires to secure.

NOW, THEREFORE, in consideration of the premises, and in further consideration of one dollar to each in hand paid, the receipt
 whereof is hereby acknowledged, the said party of the first part has granted, bargained and sold and by these presents does grant, bargain,
 sell and convey unto the said Dewey V. Harris Trustee, his successors, or assigns, that certain piece, parcel, lot
 or tracts of land lying in Forsyth County, and more particularly described as follows:

For a complete description of the property see Exhibit "A"
 which is attached hereto and incorporated in this section
 of this deed of trust by reference as fully and completely
 as if set forth herein.

TO HAVE AND TO HOLD The said premises, together with all the privileges and appurtenances thereto belonging, incident or apper-
 taining thereto, unto the said Dewey V. Harris Trustee, his successors and assigns, in trust for
 the uses and purposes hereinafter limited, described and declared. And the said party of the first part covenants with the said Trustee that
 it is seized of said premises in fee, and has the right to convey the same in fee simple; that the same are free from all encumbrances, and
 that it will warrant and defend the title to the same against the claims of any and all persons whomsoever.

PROVIDED, Nevertheless, and on this EXPRESS CONDITION, that if the said party of the first part shall fail or neglect to pay the
 interest on the aforesaid note(s) as the said interest becomes due and payable, or if it shall fail or neglect to pay the principal and interest
 due on any of said note(s) at the maturity of any of them, or if any part of said note(s) shall remain due and unpaid, then it shall be the
 duty of the said Dewey V. Harris Trustee, his successors or assigns, at the request of the said
 part Y of the third part, or its assigns, to sell said land at public auction to the highest bidder for cash at the courthouse door
 in Winston-Salem, Forsyth County, N. C., after first advertising the same for a period of thirty days by posting a notice thereof at the court-
 house in Winston-Salem, N. C., and also by publishing said notice at least once a week for four consecutive weeks within such thirty days,
 in some newspaper published in said County, therein appointing the date of said sale, and shall make and deliver to the purchaser thereof a
 deed therefor, and the said Trustee, after deducting 5% commission for making said sale, and after paying all expenses necessarily incurred
 in properly executing the trust herein declared, shall apply the proceeds of said sale to the discharge and payment of the aforesaid note
 and interest, then pay the surplus, if any, to the parties entitled to same according to law.

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424 R-2

It is stipulated and agreed that in case the said party of the first part shall pay off said note(s) and interest and shall discharge fully the trusts herein declared before such sale then the aforesaid premises shall be reconveyed to the said party of the first part or the title hereto be revested according to the provisions of law. And the said party of the first part covenants and agrees that it will keep all taxes which may be assessed against said premises promptly paid off, and that it will keep the buildings on premises insured against loss or damage by fire, for the benefit of the said part Y of the third part, loss, if any, to be made payable in the policy or policies of insurance to said Trustee, as his interest may appear; and in case the said taxes or the premiums for said insurance should at any time be paid by the said part Y of the third part, or assigns, then the amounts so expended shall become debts due, shall bear interest at the rate of six per cent per annum, and their payment will be secured by this deed of trust.

The irrevocable power to appoint a substitute trustee or trustees is hereby expressly granted to the party of the third part, its successors or assigns, to be exercised at any time hereafter, without notice and without specifying any reason therefor, by filing for record in the office where this instrument is recorded an instrument of appointment. The party of the first part, for itself, its successors and assigns, and the party of the second part herein named, or that may be substituted hereunder, expressly waive notice of the exercise of this power, and any necessity for making oath or giving bond by any trustee, as well as any requirement for application to any court for the removal, appointment or substitution of any trustee hereunder; and the party of the third part, its successors or assigns, may elect to appoint a substitute trustee in accordance with the laws of North Carolina.

IN TESTIMONY WHEREOF, The said party of the first part has caused these presents to be signed by its _____ President, attested by its Secretary, and has caused its Common Seal to be affixed hereto.

O & A, INC.

Attest: A. S. Livergood
Secretary

By Erwin C. Oakley
President

STATE OF NORTH CAROLINA—COUNTY OF FORSYTH

This 11th day of June, 1973, personally came before me, Barbara P. Eagle, a notary public, A. S. Livergood who, being by me duly sworn, says that he knows

the Common Seal of O & A, INC. (Name of Secretary or Asst. Secretary) and is acquainted with Erwin C. Oakley

who is the _____ President of said Corporation, and that he, the said A. S. Livergood is the _____ Secretary of the said Corporation, and saw the said _____ President sign the foregoing instrument, and saw the

Common Seal of said Corporation affixed to said instrument by said _____ President, and that he, the said A. S. Livergood signed his name in attestation of the execution of said instrument in the presence of said

(Name of Secy. or Asst. Secy.)
President of said Corporation.

Witness my hand and notarial seal, this the 7 day of June, 1973.

(Notarial Seal) November 15, 1974 Barbara P. Eagle
My commission expires: _____ Notary Public

STATE OF NORTH CAROLINA—Forsyth County

The foregoing (or annexed) certificate of Barbara P. Eagle, N.P. (here give name and official title of the officer signing the certificate passed upon)

is (are) certified to be correct. This the 8th day of June, A.D. 1973.

Eunice Ayers, Register of Deeds

Probate fee 50¢ paid.

By John M. Barlow Deputy Assistant

Filing Fee \$ _____ paid.

Drafted by: W. M. P. [Signature]

PRESENTED FOR
REGISTRATION
AND RECORDED
JUN 8 10 02 AM '73
EUNICE AYERS
REGISTER OF DEEDS
FORSYTH COUNTY, N.C.
9490

FOR

Trustee

TO

FROM

CORPORATION
DEED OF TRUST

01009.01

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424 RV-2

Exhibit "A"

TRACT I:

BEGINNING at an iron stake located the following courses and distances from the Southeast intersection of U. S. Highway No. 52 and N. C. Highway No. 8; South 28° 30' East 194.83 feet to an iron stake; North 88° 12' East 411.43 feet; North 7° 41' East 249.25 feet; South 76° 06' 40" East 219.04 feet; and South 08° 38' 20" West 155.28 feet to an iron stake, the BEGINNING point; running thence from said beginning point South 84° 16' 15" East 53.68 feet to an iron stake; running thence South 05° 40' 00" West 142.00 feet to an iron stake; running thence North 84° 19' 00" West 168.80 feet to an iron stake; thence North 05° 44' 00" East 142.00 feet to an iron stake; running thence South 84° 16' 15" East 114.85 feet to an iron stake the point and place of BEGINNING. Being .055 acre, more or less, portion of property owned by O & A, Inc., as surveyed by Thomas W. Joyce on March 19, 1973.

TRACT II:

Lying and being in Middlefork No. 1 Township, and BEGINNING at an iron stake in the eastern right-of-way line of U. S. Highway 52, the same being South 28° 30' East 194.83 feet from the Southeast intersection of North Carolina Highway 8 and U. S. Highway 52, and running thence North 88° 12' East 411.43 feet to an iron stake; thence North 07° 41' East 249.25 feet to an iron stake; thence South 76° 06' 40" East 666.64 feet to an iron stake; thence South 04° 04' 10" West 643.57 feet to an iron stake; thence South 89° 42' West 523.00 feet to an iron stake; thence North 28° 30' West 360.00 feet to an iron stake; thence South 61° 30' West 199.75 feet to an iron stake in the Eastern right-of-way line of U. S. Highway 52; thence with the Eastern right-of-way line of U. S. Highway 52, North 28° 30' West 368.25 feet to an iron stake, the point and place of BEGINNING, same containing 12.88 acres, more or less, and being that same property described in Deed Book 902, at page 284, in the Office of the Register of Deeds of Forsyth County, North Carolina.

From the foregoing is EXCEPTED the following: Being a portion of property owned by O & A, Inc. and being as shown on survey dated April 6, 1973, done by Joyce Mapping Company, consisting of two acres, more or less, and being more particularly described as follows: BEGINNING at an iron stake located South of new building; running thence North 05° 44' 00" East 142.00 feet to a stake; thence South 84° 16' 15" East 114.85 feet to a stake; thence North 08° 38' 20" East 155.28 feet to an iron located on line of Brown Gilbert; thence South 76° 06' 40" East 258.24 feet to an iron stake; thence South 09° 32' 50" West 260.72 feet to an iron stake; thence North 84° 19' 00" West 361.01 feet to the point of BEGINNING.

A part of the EXCEPTED portion from TRACT II is described in TRACT I and constitutes a first encumbrance. With respect to the property described in TRACT II, this deed of trust is a second encumbrance.

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